

Exhibit A-3

This endorsement changes the policy
- PLEASE READ THIS CAREFULLY -

AMENDATORY ENDORSEMENT ILLINOIS

1. Under Definitions, item b. of Pollutants is deleted.
2. Under Coverage Extensions, Defense Costs, if applicable, is amended as follows:
 - a. Paragraph a. Coverage is deleted and replaced by the following:
 - a. **Coverage** - "We" have the right and duty to defend any "suit" brought against "you" as a result of damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".
 - b. Under paragraph d., item (4) is deleted and replaced by the following:
 - (4) expenses that "you" incur for expert testimony or court-ordered arbitration or mediation;
 - c. The following paragraph is added:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.
3. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts is amended to include the following:

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the "terms" under How Much We Pay and all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to the claimant's insurable interest less

payments made to a mortgagee or other party with a legal secured interest in the property.
4. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud - "We" do not provide coverage for an insured who has:

 - a. willfully concealed or misrepresented:
 - (1) a material fact or circumstance with respect to this insurance; or
 - (2) an insured's interest herein; or
 - b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.
5. Under Other Conditions, Subrogation is amended to include the following:

An innocent insured who is the subject of criminal domestic violence by another insured cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay, for loss caused by an act of criminal domestic violence.
6. In all coverage forms except Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, Suit Against Us is amended to include the following:

However, this period is extended by the number of days between the date proof of loss is submitted and the claim is denied in whole or in part.

This endorsement changes the policy
- PLEASE READ THIS CAREFULLY -

CALENDAR DATE OR TIME FAILURE EXCLUSION

ADDITIONAL PERILS EXCLUDED

"We" do not pay for loss or damage if the following exclusion applies to the loss. But if loss by a covered peril results, "we" will pay for the resulting loss.

Calendar Date or Time Failure - "We" do not pay for loss to any "hardware" or "software" caused by two-digit coding of four-digit calendar year dates including, but not limited to, any abbreviated or encrypted date or time:

1. that results in the inability of any "hardware" or "software" to unambiguously recognize or distinguish any date or time; or
2. that results in the misinterpretation by any "hardware" or "software" of any date or time.

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AMENDATORY ENDORSEMENT WISCONSIN

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under Coverage Extensions, Debris Removal, if applicable, You Must Report Your Expenses is deleted and replaced by the following:

You Must Report Your Expenses - "We" do not pay any expenses unless they are reported to "us" in writing within 20 days from the date of direct physical loss to covered property. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

3. Under Supplemental Coverages, Pollutant Cleanup And Removal, if applicable, Time Limitation is deleted and replaced by the following:

Time Limitation - The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 20 days from the date the covered peril occurs. Failure to report such expenses to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to report such expenses within the specified time and the expenses were reported as soon as reasonably possible and within one year after the time period specified above.

4. Under Perils Excluded, Criminal, Fraudulent, Dishonest, Or Illegal Acts, if applicable, is amended to include the following:

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided:

- a. the other insured did not cooperate in or contribute to the creation of the loss or damage; and

- b. the person who committed the act is criminally prosecuted.

"Our" payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

5. In What Must Be Done In Case Of Loss, item a. under Notice is deleted and replaced by the following:

- a. give "us" or "our" agent notice, including a description of the property involved, as soon as reasonably possible ("we" may request written notice); and

6. Under What Must Be Done In Case Of Loss, the first paragraph of Proof Of Loss is deleted and replaced by the following:

"You" must send "us", within 20 days after "our" request, a signed, sworn proof of loss. Failure to provide such proof of loss to "us" within the time specified does not invalidate or reduce a claim if it is shown not to have been reasonably possible to provide such proof of loss within the specified time and the proof of loss was provided as soon as reasonably possible and within one year after the time period specified above. The proof of loss must include the following information:

7. Under How Much We Pay, Insurance Under More Than One Policy, Excess Amount is deleted.

8. Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud

- a. The coverage provided by this policy is void as to "you" and any other insured if, before or after a loss:

- (1) "you" or any other insured have willfully concealed or misrepresented:

- (a) a material fact or circumstance that relates to this insurance or the subject thereof; or

- (b) "your" interest herein; or

- (2) there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other insured who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:
- (1) "we" rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
- (2) the fact misrepresented or falsely warranted contributes to the loss.
- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage

unless it exists at the time of the loss and:

(1) increases the risk at the time of the loss; or

(2) contributes to the loss.

This does not apply to nonpayment of premium.

9. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

10. In the Cold Storage Locker Coverage, Contingent Cargo Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage forms only, under Other Conditions, Suit Against Us is deleted.

POLICY NUMBER: CMM 4871702

POLICY PERIOD: FROM 01/01/2016 TO 01/01/2017

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

PROPERTY COVERED

(check one)

☒ Scheduled Equipment (Refer to Equipment Schedule)☐ Schedule On File

Catastrophe Limit -- The most "we" pay
for loss in any one occurrence is:

"Limit"

\$ 441,387

COVERAGE EXTENSIONS

Additional Debris Removal Expenses

\$ 5,000

SUPPLEMENTAL COVERAGES

Employee Tools

\$ 5,000

Equipment Leased or Rented From Others

\$ 250,000

Newly Purchased Equipment (check one)

☒ Percentage of Catastrophe Limit

30%

☐ Dollar Limit

\$

Pollutant Cleanup and Removal

\$ 25,000

Rental Reimbursement

-- Reimbursement Limit

\$ 5,000

-- Waiting Period

72 hrs

Spare Parts and Fuel

\$ 5,000

COINSURANCE

(check one)

☐ 80% ☐ 90% ☒ 100% ☐ Other %**REPORTING CONDITIONS**

(check if applicable)

☐ Equipment Leased or Rented From Others

-- Reporting Rate

-- Deposit Premium

\$

-- Minimum Premium

\$

VALUATION

(check if applicable)

☐ Actual Cash Value☐ Replacement Cost☒ Indicated on Equipment Schedule

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DEDUCTIBLE

(check one)

☒ Flat Deductible Amount

Refer to form CM7162

☐ Percentage Deductible

%

Maximum Deductible Amount

\$

Minimum Deductible Amount

\$

ADDITIONAL INFORMATION

IM7037 0112*, IM7005 0112*, IM7000 0404*, IM7017 0604*, CL0700 1006*,
IM2027 0809*, IM7039 0711*, CM7162 0611*.

FILED DATE: 8/7/2018 12:15 PM 2018CH10012

POLICY NUMBER: CMM 4871702

POLICY PERIOD: FROM 01/01/2016 TO 01/01/2017

EQUIPMENT SCHEDULE CONTRACTORS' EQUIPMENT VALUATION BASIS

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

SCHEDULED EQUIPMENT

ACV = Actual Cash Value
AA = Agreed Amount

RP = Replacement Cost

Item # Description of Equipment

01 3 OFFICE TRAILERS

#1026, #98853
AND MODEL #1026-01

Limit \$ 30,243 Valuation ACV Deductible \$ 2,500

Item # Description of Equipment

02 MELROSE BOBCAT 863 G SERIES

514441592

Limit \$ 27,584 Valuation ACV Deductible \$ 2,500

Item # Description of Equipment

03 MISC TOOLS

Limit \$ 80,000 Valuation ACV Deductible \$ 2,500

Item # Description of Equipment

04 CASE SKID STEER W/ACCESSORIES

#JAF0348837

Limit \$ 17,500 Valuation ACV Deductible \$ 2,500

Item # Description of Equipment

05 2012 BOBCAT T190

A3LN40610

Limit \$ 26,500 Valuation ACV Deductible \$ 2,500

Item # Description of Equipment

06 NFE PANTHER ALL DAY RIDE ON

5700-100198

Limit \$ 34,560 Valuation ACV Deductible \$ 2,500

FILED DATE: 8/7/2018 12:15 PM 2018CH10012

POLICY NUMBER: CMM 4871702

This endorsement changes the
Contractors' Equipment Coverage
- PLEASE READ THIS CAREFULLY -

EQUIPMENT BORROWED FROM OTHERS

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

SCHEDULE

	"Limit"
Per Item Limit - The most "we pay for loss to any one item of borrowed equipment is:	\$ 100,000
Occurrence Limit - The most "we" pay in any one occurrence for loss to all borrowed equipment is:	\$ 200,000

COVERAGE EXTENSIONS

Equipment Borrowed From Others

1. **Coverage** - "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" borrow from another contractor or individual.
2. **Coverage Limitation** - "We" only cover loss to borrowed equipment that is:
 - a. similar to "your" "contractors' equipment"; and
 - b. not described on the "equipment schedule" or otherwise scheduled.

CONTRACTORS' EQUIPMENT COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Contractors' equipment" means machinery, equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.
"Contractors' equipment" also means:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.
4. "Equipment schedule" means a schedule of "contractors' equipment" that is attached to this policy and that describes each piece of covered equipment.
5. "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.
6. "Limit" means the amount of coverage that applies.
7. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste

includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
 8. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - b. declarations or supplemental declarations which pertain to this coverage.
 9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
 10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.
Falling objects does not include loss to:
 - a. personal property in the open; or
 - b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.
- Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
 12. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.
Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. Scheduled Equipment

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to:

- (1) "your" "contractors' equipment"; and
- (2) "contractors' equipment" of others in "your" care, custody, or control.

- b. **Coverage Limitation** - "We" only cover "your" contractors' equipment" and "contractors' equipment" of others:

- (1) that are described on the "equipment schedule"; and
- (2) when Scheduled Equipment is indicated on the "schedule of coverages".

2. Schedule On File

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to:

- (1) "your" "contractors' equipment"; and
- (2) "contractors' equipment" of others in "your" care, custody, or control.

- b. **Coverage Limitation** - "We" only cover "your" "contractors' equipment" and "contractors' equipment" of others:

- (1) that are listed in a schedule which "you" must submit to "us" and "we" keep on file, the schedule must contain a description of each item to be covered and a "limit" for each item; and
- (2) when Schedule on File is indicated on the "schedule of coverages".

PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** - "We" do not cover aircraft or watercraft.
2. **Contraband** - "We" do not cover contraband or property in the course of illegal transportation or trade.
3. **Leased Or Rented Property** - "We" do not cover property that "you" lease or rent to others.
4. **Loaned Property** - "We" do not cover property that "you" loan to others.
5. **Underground Mining Operations** - "We" do not cover property while stored or operated underground in connection with any mining operations.
6. **Vehicles** - "We" do not cover automobiles, motor trucks, tractors, trailers, and similar

conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:

- a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
- b. vehicles designed for highway use that are unlicensed and not operated on public roads.

7. **Waterborne Property** - "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions - The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

Debris Removal

1. **Coverage** - "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
2. **We Do Not Cover** - This coverage does not include costs to:
 - a. extract "pollutants" from land or water; or
 - b. remove, restore, or replace polluted land or water.
3. **Limit** - "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

4. **Additional Limit** - "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
5. **You Must Report Your Expenses** - "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages
- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Employee Tools

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to tools owned by "your" employees.
- b. **Coverage Limitation** - "We" only cover tools owned by "your" employees while at a:
 - (1) premises that "you" own or operate; or
 - (2) "jobsite".

- c. **Limit** - The most "we" pay in any one occurrence for loss to employee tools is \$5,000.

2. Equipment Leased Or Rented From Others -

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.
- b. **Limit** - The most "we" pay in any one occurrence for equipment leased or rented from others is \$25,000.

3. Newly Purchased Property

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to additional "contractors' equipment" that "you" purchase during the policy period.
- b. **Limit** - The most that "we" pay for any loss under this supplemental coverage is the least of the:
 - (1) actual cash value of the covered property; or
 - (2) "limit" for newly purchased property indicated on the "schedule of coverages". If no "limit" is indicated, then 30% of the Catastrophe Limit indicated on the "schedule of coverages" applies to this coverage.
- c. **Time Limitation** - "We" extend coverage to the additional "contractors' equipment" that "you" purchase for up to 60 days.
This supplemental coverage will end when any of the following first occur:
 - (1) this policy expires;
 - (2) 60 days after "you" obtain the additional "contractors' equipment"; or
 - (3) "you" report the additional "contractors' equipment" to "us".
- d. **Additional Premium** - "You" must pay any additional premium due from the date "you" purchase the additional "contractors' equipment".

4. Pollutant Cleanup And Removal

- a. **Coverage** - "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** - The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

- c. **We Do Not Cover** - "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** - The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

5. Rental Reimbursement

- a. **Coverage** - In the event of a direct physical loss by a covered peril to "your" "contractors' equipment", "we" reimburse "you" for "your" expense to rent similar equipment while "your" equipment is inoperable.

The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this supplemental coverage.

- b. **Waiting Period** - "We" will not reimburse "you" for the rental of equipment until after the first 72-hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss to "your" "contractors' equipment" caused by a covered peril.
- c. **Incurred Rental Expenses** - After the waiting period has passed, "we" will only reimburse "you" for the rental expenses that "you" actually incur.
- d. **Coverage After Expiration Date** - "We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.
- e. **Coverage Limitations** - "We" will not reimburse "you":
- (1) if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you"; or
 - (2) for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.
- f. **Limit** - The most "we" reimburse "you" in any one occurrence for rental expenses is \$5,000.

6. Spare Parts And Fuel

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to:

- (1) spare parts and accessories for "contractors' equipment"; and
- (2) fluids for vehicles and "contractors' equipment"; fluids include gasoline, oil, and hydraulic fluid.

- b. **Limit** - The most "we" pay in any one occurrence for loss to spare parts and accessories is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** - "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** - "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **War And Military Action** - "We" do not pay for loss caused by:

- (1) war, including undeclared war or civil war; or
- (2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination or Deterioration** - "We" do not pay for loss caused by contamination or deterioration including corrosion; decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. **Criminal, Fraudulent, Dishonest Or Illegal Acts** - "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- (1) "you";
- (2) others who have an interest in the property;
- (3) others to whom "you" entrust the property;
- (4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- (5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Loss Of Use** - "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- d. **Mechanical Breakdown** - "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.
- But if a mechanical, structural, or electrical breakdown or malfunction results

in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Missing Property** - "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- f. **Pollutants** - "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- (1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or

- (2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- g. **Temperature/Humidity** - "We" do not pay for loss or damage caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Voluntary Parting** - "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- i. **Wear And Tear** - "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** - In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** - "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** - "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** - "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** - "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** - "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** - "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** - "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** - "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.

8. **Abandonment** - "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** - "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Actual Cash Value** - The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) unless replacement cost is indicated on the "schedule of coverages".
2. **Replacement Cost** - The value of covered property will be based on replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".
 - a. **Replacement Cost Limitation** - The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
 - b. **Replacement Cost Does Not Apply Until Repair Or Replacement** - Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
 - c. **Time Limitation** - "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
3. **Pair Or Set** - The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
4. **Loss To Parts** - The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** - "We" do not cover more than "your" insurable interest in any property.
2. **Flat Deductible** - "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence unless Percentage Deductible is indicated on the "schedule of coverages".
3. **Percentage Deductible** - When a percentage deductible is indicated on the "schedule of coverages", "we" pay only that part of "your" loss over the deductible amount as determined below.

- a. **Determining The Deductible Amount** - The deductible amount is determined by applying the percentage indicated on the "schedule of coverages" to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy.
 - b. **Two Or More Items** - If a loss involves two or more pieces of equipment, the percentage indicated on the "schedule of coverages" will apply only to the covered property with the highest value.
 - c. **Minimum and Maximum Deductible** - The percentage deductible will not exceed the Maximum Deductible amount and will not be less than the Minimum Deductible amount indicated on the "schedule of coverages".
4. **Loss Settlement Terms** - Subject to paragraphs 1., 2., 3., 5., 6., and 7., under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property. However, the most "we" pay for loss in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages".
 5. **Coinurance**
 - a. **When Coinsurance Applies** - "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
 - b. **How We Determine Our Part Of The Loss** - "Our" part of the loss is determined using the following steps:
 - (1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;
 - (2) divide the "limit" for covered property by the result determined in b.1) above;
 - (3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.
 - c. **If There Is More Than One Limit** - If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
 - d. **If There Is Only One Limit** - If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
 - e. **When Coinsurance Does Not Apply** - Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
 6. **Insurance Under More Than One Coverage** - If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
 7. **Insurance Under More Than One Policy**
 - a. **Proportional Share** - "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
 - b. **Excess Amount** - If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options

- a. **Our Options** - In the event of loss covered by this coverage form, "we" have the following options:
 - (1) pay the value of the lost or damaged property;
 - (2) pay the cost of repairing or replacing the lost or damaged property;
 - (3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - (4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** - "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses

- a. **Adjustment And Payment Of Loss - "We"** adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss - An insured loss will be payable 30 days after:**
 - (1) a satisfactory proof of loss is received; and
 - (2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others

- a. **Adjustment And Payment Of Loss To Property Of Others - Losses to property of others may be adjusted with and paid to:**
 - (1) "you" on behalf of the owner; or
 - (2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner - If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.**

REPORTING CONDITIONS

Equipment Leased Or Rented From Others - If indicated on the "schedule of coverages", the following reporting conditions apply.

1. Reports

- a. **You Will Report to Us - Within 30 days after the end of the policy period, "you" will report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.**
- b. **Cancellation - If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.**

2. Premium Computation And Adjustment

- a. The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total equipment expenditures by the reporting rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.
- b. "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the mini-

mum premium indicated on the "schedule of coverages".

3. Provisions That Affect How Much We Pay - The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports - If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".**
- b. **Reported Values Are Less Than The Full Value - If "your" last report before a loss shows less than the actual value of "your" expenditures for "contractors' equipment" that "you" lease or rent from others, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total expenditures "you" reported divided by "your" actual expenditures for "contractors' equipment" that "you" lease or rent from others during the reporting period.**
- c. **We Will Not Pay More Than The Limit - "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.**

OTHER CONDITIONS

- 1. **Appraisal - If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.**

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** - Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** - When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** - This provision applies only if the insured is an individual.
 - a. **Your Death** - On "your" death, "we" cover the following as an insured:
 - (1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - (2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** - This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, Or Fraud** - This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - (1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - (2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** - "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** - If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration Of Limits** - A loss "we" pay under this coverage does not reduce the applicable "limit" unless it is a total loss to a scheduled item. In the event of a total loss to a scheduled item, "we" refund the unearned premium on that item.
9. **Subrogation** - If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.
10. **Suit Against Us** - No one may bring a legal action against "us" under this coverage unless:
 - a. all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
11. **Territorial Limits** - "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

This endorsement changes the Contractors' Equipment Coverage
- PLEASE READ THIS CAREFULLY -

WEIGHT OF LOAD EXCLUSION

ADDITIONAL PERILS EXCLUDED

The following exclusion is added under Perils Excluded, item 2:

Weight of Load - "We" do not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of the equipment.

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IM 7017 06 04

This endorsement changes the
Contractors' Equipment Coverage
- PLEASE READ THIS CAREFULLY -

BELOW THE SURFACE OF THE GROUND EXCLUSION

ADDITIONAL PROPERTY NOT COVERED

The following exclusion is added under Property Not Covered:

Equipment Below The Surface Of The Ground - "We" do not cover equipment or attachments while below the surface of the ground or equipment underground including, but not limited to, drilling equipment below the surface of the ground or underground during drilling operations.

This exclusion does not apply to buckets or other attachments to an excavator, backhoe, or similar equipment used for excavations or trenching.

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IM 7039 0711

POLICY NUMBER: CMM 4871702

POLICY PERIOD: FROM 01/01/2016 TO 01/01/2017

SCHEDULE OF COVERAGES FINE ARTS FLOATER

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PREMISESRefer to attached Fine Arts Schedule**COVERED FINE ARTS**Refer to attached Fine Arts Schedule

CATASTROPHE LIMIT Refer To Commercial Property Expanded and/or
Signature Series Schedule

DEDUCTIBLE AMOUNT Refer To Commercial Property Expanded and/or
Signature Series Schedule

COVERAGE EXTENSIONS

		"Limit"	
Emergency Removal		30 days	
Emergency Removal Expenses	30 days	\$ 1,000	

SUPPLEMENTAL COVERAGES

		"Limit"	
Newly Acquired Art		25% of	
		catastrophe limit	
Off-Premises Coverage		\$ 10,000	
Property Used To Display Or Protect Art		\$ 5,000	
Transit Coverage		\$ 10,000	

ADDITIONAL INFORMATION

IM7400	0811*, IM7405	0811*, IM7406	0811*, IM7417	0811*, IM7423	0413*,
IM7420	0811*, IM7423	1213*.			

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POLICY NUMBER: CMM 4871702

POLICY PERIOD: FROM 01/01/2016 TO 01/01/2017

**FINE ARTS SCHEDULE
FINE ARTS FLOATER**

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

Refer To Commercial Property Expanded and/or Signature Series Schedule(s) For
Coverages And Limits Of Insurance

Prem. No. Described Premises

SCHEDULED FINE ARTS

Item No. Description "Limit"

FINE ARTS COVERAGE

FINE ARTS FLOATER

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Fine Arts Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment; cancellation; change, modification, or waiver of policy terms; inspections; and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

Fine Arts

1. **Coverage** - "We" cover direct physical loss or damage caused by a covered peril to:

- a. "your" "fine arts";
- b. "fine arts" of others in "your" care, custody, and control; and
- c. "your" interest in jointly owned "fine arts".

"We" only cover jointly owned "fine arts" to the extent of "your" interest at the time of loss or damage.

2. **Coverage Limitations**

- a. "We" only cover "fine arts":
 - (1) that are described on the Fine Arts Schedule; and
 - (2) while at a premises that is described on the Fine Arts Schedule.
- b. "We" only cover a described "fine art" item while the item is at the premises that is described on the same schedule as the item.

3. **We Do Not Cover** - "We" do not cover the loss of any "fine arts" due to a dispute of owner-

ship by a party claiming rightful ownership of the "fine arts". This includes a defect in title, whether or not the title has been perfected or secured.

PROPERTY NOT COVERED

1. **Coins, Currency, And Stamps** - "We" do not cover numismatic or philatelic objects or collections including, but not limited to, coins, bills, currency, notes, and stamps.
2. **Contraband** - "We" do not cover contraband or property in the course of illegal transportation or trade.
3. **Jewelry, Stones, And Metals** - "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.

However, this exclusion does not apply to "antique" jewelry.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions - The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage, including a Coverage Extension, Supplemental Coverage, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Coverage Extensions are not subject to and not considered in applying coinsurance conditions.

1. Emergency Removal

- a. **Coverage** - "We" cover direct physical loss or damage to covered property while it is being moved or being stored to prevent loss or damage caused by a covered peril.

- b. **Time Limitation** - This coverage applies for up to 30 days after the property is first moved.

However, this coverage does not extend past the end of the policy period.

2. Emergency Removal Expenses

- a. **Coverage** - "We" pay for "your" expenses to move or store covered property to prevent loss or damage caused by a covered peril.
- b. **Time Limitation** - This coverage applies for up to 30 days after the property is first moved.
- However, this coverage does not extend past the end of the policy period.
- c. **Limit** - The most "we" pay in any one occurrence for expenses to move or store covered property to prevent a loss or damage is \$1,000.
- d. **This Is A Separate Limit** - The "limit" for Emergency Removal Expenses is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages
- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension, including a Supplemental Cover-

age, Coverage Extension, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Supplemental Coverages are not subject to and not considered in applying coinsurance conditions.

1. Newly Acquired Art

- a. **Coverage** - "We" cover direct physical loss or damage caused by a covered peril to "fine arts" that "you" acquire during the policy period.
 - b. **Coverage Limitation** - "We" only cover newly acquired "fine arts" while in transit to or located at a premises that is described on the "schedule of coverages".
 - c. **Time Limitation** - This coverage applies for up to 90 days from the date "you" acquire the "fine arts" or until "you" report the acquired "fine arts" to "us", whichever occurs first.
- However, this coverage does not extend past the end of the policy period.
- d. **Additional Premium** - "You" must pay any additional premium due from the date "you" acquire the "fine arts".
 - e. **Limit** - The most "we" pay in any one occurrence for all newly acquired "fine arts" is 25% of the Catastrophe Limit that is indicated on the "schedule of coverages".

2. Off-Premises Coverage

- a. **Coverage** - "We" cover direct physical loss or damage caused by a covered peril to "fine arts" while temporarily away from a premises that is described on the "schedule of coverages" for:
 - (1) exhibition at a museum, gallery, or other public premises not owned, operated, or occupied by "you"; or
 - (2) framing, repair, restoration, packing, or appraising.
- b. **Limit** - The most "we" pay in any one occurrence for loss or damage to "fine arts" while temporarily away from a described premises is \$10,000.

3. Property Used To Display Or Protect Art

- a. **Coverage** - "We" cover direct physical loss or damage caused by a covered peril to stands, glass cases, and other similar property used to display covered "fine arts".
- "We" will also cover protective devices designed and used specifically to protect covered "fine arts".

- b. **Coverage Limitation** - "We" only cover property used to display or protect "fine arts" while at a premises described on the "schedule of coverages".
- c. **Limit** - The most "we" pay in any one occurrence for loss or damage to property used to display or protect "fine arts" is \$5,000.

4. Transit Coverage

- a. **Coverage** - "We" cover direct physical loss or damage caused by a covered peril to covered "fine arts" in transit.
- b. **Limit** - The most "we" pay in any one occurrence for loss or damage to "fine arts" in transit is \$10,000.

PERILS COVERED

"We" cover risks of direct physical loss or damage unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** - Order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.
 "We" do cover loss or damage resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** - Nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
 - c. **War And Military Action**
 - (1) War, including undeclared war or civil war;
 - (2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sover-

eign, or other authority using military personnel or other agents; or

- (3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War And Military Action exclusion will apply in place of the Nuclear Hazard exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Birds, Vermin, Rodents, Or Insects** - "We" do not pay for loss or damage caused by or resulting from birds, vermin, rodents, or insects.
- b. **Contamination Or Deterioration** - "We" do not pay for loss or damage caused by or resulting from contamination or deterioration including, but not limited to, corrosion, decay, fungus, mildew, mold, rot, rust, or any other quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
- c. **Exposure To Light** - "We" do not pay for loss or damage caused by or resulting from exposure to light or UV rays including, but not limited to, fading or darkening resulting from exposure to light or UV rays.
- d. **Missing Property** - "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- e. **Repair, Restoration, Retouching, Framing, Or Packing** - "We" do not pay for loss or damage caused by processing of or work upon covered property including, but not limited to, repair, restoration, retouching, framing, or packing.
- f. **Temperature/Humidity** - "We" do not pay for loss or damage caused by dryness, dampness, humidity, or changes in or extremes of temperature.

However, if dryness, dampness, humidity, or changes in or extremes of temperature results from a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- g. **Voluntary Parting** - "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- h. **Wear And Tear** - "We" do not pay for loss or damage caused by wear and tear.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** - In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** - "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** - "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** - "We" do not pay for such repairs or emergency measures performed on property that has not been damaged by a peril insured against except as covered under the Coverage Extension, Emergency Removal Expenses.
3. **Proof Of Loss** - "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and

- e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.

4. **Examination** - "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** - "You" must produce records, including, but not limited to, tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** - "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** - "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** - "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** - "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Fine Arts**
 - a. **Total Loss**
 - (1) **Scheduled Fine Arts** - In the event of a total loss to scheduled "fine arts", the value will be based on the "limit" indicated for the lost or damaged "fine arts" on the Fine Arts Schedule.
 - (2) **Newly Acquired Art** - In the event of a total loss to "fine arts" covered under the Supplemental Coverage, Newly Acquired Art, the value of the "fine arts" will be based on the fair market value of the lost or damaged "fine arts" at the time of loss.
 - b. **Partial Loss** - In the event of a partial loss or damage to a covered piece of "fine arts":
 - (1) **Cost To Repair Or Restore** - The value of covered "fine arts" will be based on the cost to repair or restore the covered "fine arts" to the condition immediately before the loss or damage.

- (2) **Diminished Value** - The value of covered "fine arts" will also be based on the diminished value of the covered "fine arts" that results from partial loss or damage.

Diminished value means the reduced value of the "fine arts" based on the difference between the value of the covered "fine arts" before the loss or damage and the fair market value of the "fine arts" after the loss or damage has been repaired and the "fine arts" restored.

- (3) **Determination Of Diminished Value** - The diminished value will be determined by an independent certified fine arts appraiser. The independent certified fine arts appraiser may be selected by "you", subject to "our" approval. The cost of the appraisal will be borne equally by "you" and "us".

- (4) **Cost To Repair Or Restore Plus Diminished Value Will Not Exceed**

(a) **Scheduled Fine Arts** - The cost to repair or restore plus the amount of the diminished value will not exceed the "limit" indicated for the piece on the Fine Arts Schedule.

(b) **Newly Acquired Art** - In the event of a partial loss to "fine arts" covered under the Supplemental Coverage, Newly Acquired Art, the cost to repair or restore plus the amount of the diminished value will not exceed the fair market value of the covered "fine arts" at the time of loss.

- c. **Pair Or Set** - If a covered loss to "fine arts" involves a pair or set and part of the pair or set is undamaged:

(1) "you" may surrender the undamaged part of the pair or set to "us", and the covered loss will be valued on the basis of a total loss to the entire pair or set (refer to item 1.a. Total Loss for the valuation of a total loss); or

(2) "you" may keep the undamaged part of the pair or set, and the covered loss will be valued on the basis of a partial loss to the entire pair or set (refer to item 1.b. Partial Loss for the valuation of a partial loss).

2. **Other Property** - In the event of loss or damage to covered property other than covered "fine arts", the value of the property will be based on the actual cash value at the time of the loss (with a deduction for depreciation).

HOW MUCH WE PAY

1. **Insurable Interest** - "We" do not cover more than "your" insurable interest in any property.

2. **Deductible** - "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

3. Loss Settlement Terms

- a. **Fine Arts** - Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, in the event of a total loss to covered "fine arts", "we" pay the lesser of:

- (1) the amount determined under Valuation; or
- (2) the "limit" that applies to the covered "fine arts".

- b. **Other Property** - Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, in the event of a total loss to covered property other than "fine arts", "we" pay the lesser of:

- (1) the amount determined under Valuation;
- (2) the cost to repair, restore, or replace the property with material of like kind and quality to the extent practicable; or
- (3) the "limit" that applies to the covered property.

4. **Catastrophe Limit** - The most "we" pay in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages" regardless if an occurrence or loss involves:

- a. one or more pieces of "fine arts";
- b. one or more described premises; or
- c. any combination of "fine arts", described premises, or coverages described under Coverage Extensions or Supplemental Coverages.

5. **Insurance Under More Than One Coverage** - If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

6. Insurance Under More Than One Policy

- a. **Proportional Share** - "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

- b. **Excess Amount** - If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
- (1) pay the value of the lost or damaged property;
 - (2) pay the cost of repairing, restoring, or replacing the lost or damaged property;
 - (3) repair, restore, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - (4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Repair, Restore, Or Replace** - "We" must give "you" notice of "our" intent to repair, restore, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses

- a. **Adjustment And Payment Of Loss** - "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** - An insured loss will be payable 30 days after:
- (1) a satisfactory proof of loss is received; and
 - (2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others -

- a. **Adjustment And Payment Of Loss To Property Of Others** - Losses to property of others may be adjusted with and paid to:
- (1) "you" on behalf of the owner; or
 - (2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** - If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** - If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** - Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Carriers For Hire** - "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the value of the covered property.
4. **Conformity With Statute** - When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Estates** - This provision applies only if the insured is an individual.

- a. **Your Death** - On "your" death, "we" cover the following as an insured:

- (1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
- (2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** - This coverage does not extend past the policy period.
6. **Misrepresentation, Concealment, Or Fraud** - This coverage is void as to "you" and any other insured if, before or after a loss:
- "you" or any other insured have willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - "your" interest herein; or
 - there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Policy Period** - "We" pay for a covered loss that occurs during the policy period.
8. **Recoveries** - If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
- "you" must notify "us" promptly if "you" recover property or receive payment;
 - "we" must notify "you" promptly if "we" recover property or receive payment;
 - any recovery expenses incurred by either are reimbursed first;
 - "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
9. **Restoration Of Limits** - A loss "we" pay under this coverage does not reduce the applicable "limits" except in the event of:
- a total loss to a scheduled item; or
 - payment of diminished value on a scheduled item.
- "We" will reduce the limit and refund the unearned premium on that item.
10. **Subrogation** - If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

11. **Suit Against Us** - No one may bring a legal action against "us" under this coverage unless:

- all of the "terms" of this coverage have been complied with; and
- the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

12. **Territorial Limits** - "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

DEFINITIONS

- "Antique" means an object having value because its:
 - craftsmanship is in the style or fashion of former times; and
 - age is 100 years old or older.
 - "Fine arts" means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; "antique" furniture; "antique" jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit.
 - "Limit" means the amount of coverage that applies.
 - "Schedule of coverages" means:
 - all pages labeled "schedule of coverages" or schedules that pertain to this coverage; and
 - declarations or supplemental declarations that pertain to this coverage.
 - "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
 - "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.
- Falling objects does not include loss or damage to:
- personal property in the open; or

- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- 7. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 8. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

"Volcanic action" does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

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This endorsement changes the
Fine Arts Coverage
- PLEASE READ THIS CAREFULLY -

BREAKAGE EXCLUSION

ADDITIONAL PERILS EXCLUDED

The following exclusion is added:

Breakage, Marring, And Scratching -- "We" do not pay for loss or damage caused by breakage, marring, or scratching of "fine arts".

But if breakage, marring, or scratching results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

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This endorsement changes the
Fine Arts Coverage
- PLEASE READ THIS CAREFULLY -

DISHONEST ACTS EXCLUSION ILLINOIS

ADDITIONAL PERIL EXCLUDED

The following exclusion is added:

Dishonest Acts - "We" do not pay for loss or damage caused by or resulting from dishonest acts including, but not limited to, dishonest acts that are criminal, fraudulent, or illegal. This exclusion applies whether the acts are committed alone or in collusion with another by:

- (1) "you";
- (2) others who have an interest in the property;
- (3) others to whom "you" entrust the property;
- (4) "your" partners, officers, directors, trustees, or joint venturers; or
- (5) the employees or agents of (1), (2), (3), or (4) above, whether or not they are at work.

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the "terms" under How Much We Pay and all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

This endorsement changes the
Fine Arts Coverage
- PLEASE READ THIS CAREFULLY -

DISHONEST ACTS EXCLUSION WISCONSIN

ADDITIONAL PERIL EXCLUDED

The following exclusion is added:

Dishonest Acts - "We" do not pay for loss or damage caused by or resulting from dishonest acts including, but not limited to, dishonest acts that are criminal, fraudulent, or illegal. This exclusion applies whether the acts are committed alone or in collusion with another by:

- (1) "you";
- (2) others who have an interest in the property;
- (3) others to whom "you" entrust the property;
- (4) "your" partners, officers, directors, trustees, or joint venturers; or
- (5) the employees or agents of (1), (2), (3), or (4) above, whether or not they are at work.

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided the other insured did not cooperate in or contribute to the creation of the loss or damage; and the person who committed the act is criminally prosecuted.

"Our" payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

POLICY NUMBER: CMM 4871702

POLICY PERIOD: FROM 01/01/2016 TO 01/01/2017

This endorsement changes the
Fine Arts Coverage
- PLEASE READ THIS CAREFULLY -

STORAGE LOCATION COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

STORAGE LOCATION SCHEDULE

Loc. No.	Storage Location	Storage Location "Limit"
	Miscellaneous	Refer to Signature Series/Expanded Property Fine Arts Limit

SUPPLEMENTAL COVERAGES

The following Supplemental Coverage is added:

Storage Location

1. Coverage - "We" cover direct physical loss or damage caused by a covered peril to "fine arts" while in storage at a premises that is not described on the "schedule of coverages".
2. Coverage Limitation - "We" only cover "fine arts" in storage at a location described on the Storage Location Schedule.
3. Limit - The most "we" pay in any one occurrence for loss or damage to "fine arts" at a storage location is the Storage Location Coverage Limit for that location on the Storage Location Schedule.

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CRIME COVERAGE

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CRIME COVERAGE

CRIME COVERAGE

FILED DATE: 8/7/2018 12:15 PM 2018CH10012



WESTFIELD
INSURANCE

Sharing Knowledge. Building Trust.®

SR

RENEWAL
CRIME AND FIDELITY COVERAGE PART DECLARATION
(COMMERCIAL ENTITIES)

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

12-01377

PROD.

000

BEAR CONSTRUCTION COMPANY
SEE EMPLOYEE BENEFIT PLAN(S) AS INSURED
ALGONQUIN ASSOCIATES, LLC
1501 ROHLWING ROAD
ROLLING MEADOWS IL 60008

ASSURANCE AGENCY LTD
1750 E GOLF RD 11TH FLR
SCHAUMBURG IL 60173-5835
TELEPHONE 847-797-5700

Policy Number: CMM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

**Policy
Period**

**From
To**

01/01/16
01/01/17

at 12:01 A.M. at your mailing address
shown above.

Insuring Agreements

**Limit of Insurance
Per Occurrence**

**Deductible Amount
Per Occurrence**

Refer to Commercial Property Expanded and/or Signature Series Schedule(s) for Coverages and Limits of Insurance.

Note: Employee Theft, Forgery Or Alterations, Inside The Premises - Theft Of Money And Securities and Outside The Premises included in the schedule(s) apply on a policy-level basis.

Coverage is Written: **Primary**

Total Advance Annual Crime Premium

Included

Forms and Endorsements forming part of this policy coverage when issued:

IL0953 0115*, CR0752 0107*, CR7000 0813*, CR0021 0813*, CR0202 1010*.

CANCELLATION OF PRIOR INSURANCE ISSUED BY US:

By acceptance of this Coverage Part / Policy you give us notice cancelling prior policy Nos. _____; the cancellation to be effective at the time this Coverage Part become effective.



**WESTFIELD
INSURANCE**

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**RENEWAL
CRIME AND FIDELITY COVERAGE PART DECLARATION
(Continued)**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD.	000
BEAR CONSTRUCTION COMPANY SEE EMPLOYEE BENEFIT PLAN(S) AS INSURED ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700			
Policy Number: CMM 4 871 702 11		WIC Account Number: 1200799809		M
Policy Period	From To	01/01/16 01/01/17	at 12:01 A.M. at your mailing address shown above.	

XX LIST OF EMPLOYEE BENEFIT PLAN(S) INCLUDED AS INSURED XX

BEAR CONSTRUCTION CO. 401(K)
PROFIT SHARING PLAN & TRUST
1501 ROHLWING ROAD
ROLLING MEADOWS IL 60008

FILED DATE: 8/7/2018 12:15 PM 2018CH10012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, ME, MO, OR, VI, WI	Property Coverage Part, Farm Coverage Part, Inland Marine Coverage Part, Crime & Fidelity Coverage Part,
CT, GA, HI, IA, IL, MA, NC, NJ, NY, RI, VA, WA, WV	Property Coverage Part, Crime & Fidelity Coverage Part, Farm Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

Certified Act of Terrorism Exclusion

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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CRIME AND FIDELITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM (RELATING
TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

A. Applicability Of The Provisions Of This Endorsement

1. When the federal Terrorism Risk Insurance Program ("Program") established by the Terrorism Risk Insurance Act terminates with respect to the other Coverage Forms and Coverage Parts contained in this policy, then the provisions of this endorsement apply with respect to the Commercial Crime Coverage Form, Government Crime Coverage Form and Kidnap/Ransom And Extortion Coverage Form. Such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

2. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or

- b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- C.** The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the

purpose of determining whether the threshold is exceeded.

With respect to this Item C.5., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

D. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of C.1. or C.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated to the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has

been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises - Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises";

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
- (2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside the Premises - Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
- (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

- a. We will pay for:

- (1) Loss resulting directly from a fraudulent:

- (a) Entry of "electronic data" or "computer program" into; or
- (b) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 6.a.(1)(a) and 6.a.(1)(b):

- (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
- (ii) Your account at a "financial institution" to be debited or deleted.

- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph 6.a.(1), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such

entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

- 1. This insurance does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists,

financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:

a. **Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. **Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. **Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:

a. **Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

b. **Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. **Fire**

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. **Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. **Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. **Transfer Or Surrender Of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) On the basis of unauthorized instructions;

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any "computer system";

(iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";

(v) A threat to contaminate, pollute or render substandard your products or goods; or

(vi) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any "computer system".

(2) But, this exclusion does not apply under Insuring Agreement A.5. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

(1) Entry of "electronic data" or "computer program" into; or

(2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement A.6.b.

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

(1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement A.6.a.(2) or A.6.b.

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresents a material fact concerning:

(1) This insurance;

(2) The property covered under this insurance;

(3) Your interest in the property covered under this insurance; or

(4) A claim under this insurance.

c. Consolidation - Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

(1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

(2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in the terms and conditions.

e. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the

loss and do nothing to impair those rights.

f. Employee Benefit Plans

The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as insureds under Insuring Agreement A.1. subject to the following:

(1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement A.1. that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

(2) With respect to loss sustained or discovered by any such Plan, Insuring Agreement A.1. is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

(3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(4) If two or more Plans are insured under this insurance, any payment we make for loss:

(a) Sustained by two or more Plans; or

(b) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

(5) The Deductible Amount applicable to Insuring Agreement A.1. does not apply to loss sustained by any Plan.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than one year from the date of that cancellation

with regard to any "employee benefit plan".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs k.(1) and k.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, of the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00)
- (b) The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy B. Written at a Limit of Insurance of

\$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B, is \$250,000, under Policy C, \$600,000 and under Policy D, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy D, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for the loss is \$1,000,000.

I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this condition:
- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this condition is subject to the following:
- (a) If loss covered under this condition is also partially covered under Condition E.1.k, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition E.1.k.
 - (b) For loss covered under this condition that is not subject to Paragraph 1.(3)(a), the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i) This insurance as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph m.(1)(a), we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;
 whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit Of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

n. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

q. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. Valuation - Settlement

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or
- (b) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph s.(3)(a):
- (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (c) We will, at your option, pay for loss or damage to such property:
- (i) In the "money" of the country in which the loss or damage was sustained; or
 - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

- (a) You; or
- (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition E.1.q. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.2.

4. Conditions Applicable To Insuring Agreements A.4. And A.5.**a. Armored Motor Vehicle Companies**

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.**a. Special Limit Of Insurance for Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.6.

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

2. "Computer system" means:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

b. Systems and applications software; and

c. Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b) Whom you compensate directly by salary, wages or commissions; and
- (c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee", as defined in Paragraph 7.a.(1), who is on leave; or
- (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 7.a.(2);

(4) Any natural person who is:

- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
- (b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of

any "employee benefit plan";

(5) Any natural person who is a former "employee", partner, "member", "manager", director, or trustee retained by you as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties;

(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and

(8) Any natural person who is your "manager", director or trustee while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

9. "Financial institution" means:

a. With regard to Insuring Agreement A.3.:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With regard to Insuring Agreement A.6.:

- (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
- (2) An insurance company; or
- (3) A stock brokerage firm or investment company.

10. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".

11. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

12. "Fraudulent instruction" means:

a. With regard to Insuring Agreement A.6.a.(2):

(1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.

(2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

(3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction

purports to have been issued by an "employee", but which in fact was fraudulently issued by someone else without your or the "employee's" knowledge or consent.

b. With regard to Insuring Agreement A.6.b.:

A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

13. "Manager" means a natural person serving in a directorial capacity for a limited liability company.

14. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".

15. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".

16. "Money" means:

a. Currency, coins and bank notes in current use and having a face value;

b. Traveler's checks and money orders held for sale to the public; and

c. In addition, includes:

(1) Under Insuring Agreements A.1. and A.2., deposits in your account at any financial institution; and

(2) Under Insuring Agreement A.6., deposits in your account at a "financial institution" as defined in Paragraph F.9.b.

17. "Occurrence" means:

a. Under Insuring Agreement A.1.:

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

b. Under Insuring Agreement A.2.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

c. Under all other Insuring Agreement:

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.

19. "Premises" means the interior of that portion of any building you occupy in conducting your business.

20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

- a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

21. "Safe burglary" means the unlawful taking of:

- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b. A safe or vault from inside the "premises".

22. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

23. "Theft" means the unlawful taking of property to the deprivation of the Insured.

24. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":

- a. By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
- b. By means of written instructions (other than those covered under Insuring Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.

25. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

CRIME AND FIDELITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ILLINOIS CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
 COMMERCIAL CRIME POLICY
 EMPLOYEE THEFT AND FORGERY POLICY
 GOVERNMENT CRIME COVERAGE FORM
 GOVERNMENT CRIME POLICY
 GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
 KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
 KIDNAP/RANSOM AND EXTORTION POLICY

A. The **Cancellation Common Policy Condition** or the **Cancellation Of Policy Condition** is replaced by the following:

(1) The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

(2) **Cancellation Of Policies In Effect 60 Days Or Less**

(a) We may cancel this policy by mailing to you written notice stating the reason for cancellation.

(b) If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

(c) If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:

(i) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.

(ii) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.

(3) **60 Days Or More**

If this policy has been in effect for more than 60 days, we may

cancel only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained through a material misrepresentation;

(c) Any Insured has violated any of the terms and conditions of the policy;

(d) The risk originally accepted has measurably increased;

(e) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

(f) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

(4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

(5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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- B.** The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew or continue this policy, we will mail you, your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

- D.** Under the Commercial Crime Coverage Form, Commercial Crime Policy, Government Crime Coverage Form, Government Crime Policy, Employee Theft And Forgery Policy, and Government Employee Theft And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us:

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance;
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within two years from the date you discover the loss. But we will extend this two-year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

- E.** Under the Kidnap/Ransom and Extortion Coverage Form and Kidnap/Ransom and Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal against us involving loss:

1. Unless you have complied with all the terms of this insurance;
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within two years from the date you reported the loss to us. But we will extend this two-year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

UMBRELLA COVERAGE


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UMBRELLA COVERAGE

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	WESTFIELD INSURANCE <small>Sharing Knowledge. Building Trust.®</small>	SR	RENEWAL COMMERCIAL LIABILITY UMBRELLA DECLARATIONS
COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY	
NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD. 000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700		
Policy Number: CMM 4 871 702		11	WIC Account Number: 1200799809 M
Policy Period	From To	01/01/16 01/01/17	
at 12:01 A.M. Standard Time at your mailing address shown above.			
LIMITS OF INSURANCE			
\$10,000,000 EACH OCCURRENCE LIMIT \$10,000,000 GENERAL AGGREGATE LIMIT \$10,000,000 PERSONAL & ADVERTISING INJURY LIMIT \$0 SELF INSURED RETENTION			
SCHEDULE OF UNDERLYING INSURANCE			
POLICY NUMBER	TYPE OF COVERAGE	INSURER	LIMITS OF LIABILITY
CMM 4871702	General Liability	Westfield Insurance	\$4,000,000 General Aggregate \$4,000,000 Products/Completed \$2,000,000 Operations Aggregate \$2,000,000 Personal And Advertising Injury Each Occurrence
CMM 4871702	Auto Liability	Westfield Insurance	\$1,000,000 Bodily Injury And Property Damage Each Accident
RMA2C 03516	Employers Liability	SAFETY NATIONAL	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury By Disease Policy Limit \$1,000,000 Bodily Injury By Disease Each Employee
WP5665 7812	Employers Liability	Society Insurance	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury By Disease Policy Limit \$1,000,000 Bodily Injury By Disease Each Employee
PREMIUM BASIS: FLATCHARGE			
COMMERCIAL UMBRELLA ANNUAL PREMIUM			\$18,755.00
TOTAL ADVANCE ANNUAL PREMIUM			\$18,755.00
Forms And Endorsements Applicable To This Coverage Part:			
CUDS01 0900*, CU0001 0413*, CU0200 1207*, CU7000 1206*, CU7002 1206*, CU2127 1204*, CU2108 0413*, CU2123 0202*, CU2432 0413*, CU7033 0911*, CU2142 1204*, CU2150 0305*, IL7013 1206*, CU2186 0514*, CU0107 0110*, CU2125 1201*, CU0403 1207*, CU2133 0115*, CU2430 0413, CU2117 0900*, CU2255 0900			

COMMERCIAL LIABILITY UMBRELLA

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person by organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than

an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employees' Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law, personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harrasment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described

above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

- (5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any pre-arranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

- (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The in-

surance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":

- (1) **Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

- (2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- (3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- (4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

- (5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

- (6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

- (7) **Quality Or Performance Of Goods -- Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

- (8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- (9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- (10) **Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices

described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done, by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

- a. All expenses we incur.
- b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies if any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.

(b) "Property damage" to property:

- (i) Owned, occupied or used by;
- (ii) Rented to, in the care, custody or control of, or over which physical control is

being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made, "suits" brought, or number of vehicles involved; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

b. Coverage B.

3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of all "bodily injury" and "property damage" under Coverage A arising out of any one "occurrence".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without or consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Of Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned

in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in

the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury",

arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - 16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
 - 17. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells,

data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2)** The providing of or failure to provide warnings or instructions.

- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and

- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Under **SECTION II - WHO IS AN INSURED** Item 2.b.(1) is deleted and replaced with the following:

- (1) The owner, any "employee" or agent of the owner, or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a trailer or semitrailer connected to a covered "auto" you own.

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COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.t. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:**

2. Exclusions

This insurance does not apply to:

- t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WISCONSIN CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Changes To Who Is An Insured

1. Paragraph 2.b.(3) of **Section II - Who Is An Insured** is replaced by the following:

- (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

However, we will provide liability coverage to such person if there is no other valid and collectible insurance available to respond for damages for which that "insured" is legally responsible at limits equal to or greater than the statutory minimum limit of liability specified by WIS. STAT. Section 344.01 (2) (am). This applies whether such insurance is primary, excess or contingent. We will provide such coverage up to the statutory minimum limit of liability. The statutory minimum limit for each "occurrence" is \$115,000 for "bodily injury" and "property damage".

2. Paragraph 2.b.(6) of **Section II - Who Is An Insured** does not apply if the "bodily injury" results from the use of a "covered auto" you do not own or lease.

B. Changes In Conditions

1. The following is added to **Changes (Common Policy Conditions)**:

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The **Legal Action Against Us** Condition of **Section IV - Conditions** does not apply.

3. The following is added to Condition **7. Representations, Concealment Or Fraud of Section IV - Conditions**:

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium. If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

4. Condition **9. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions** is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. The following is added to Condition 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV - Conditions:**

In the event of "occurrence", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "occurrence" or "loss".

6. **Conformity To Statute Or Rule**

Any provision of this policy (including endorsements which modify the

policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under WIS. STAT. 227.11(2) and published in the Wisconsin Administrative Code.

POLICY NUMBER: CMM 4871702

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Additional Covered Employee Benefits Programs		
Limit Of Insurance		Retained Limit
\$ 10,000,000	Each Employee	\$ 1,000,000
\$ 10,000,000	Aggregate	
Retroactive Date:	06/30/06	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to Section I - Coverages:**COVERAGE - EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such an act, error or omission when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. At our discretion, we may investigate any report of an act, error or omission and settle any resultant "claim" or "suit", for which we have a duty to defend. But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Paragraph D. (Section III - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in

the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or

- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 3. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 1.b. and 1.c. of Section II - Who Is An Insured are replaced by the following:

1. Except for liability arising out of the ownership, maintenance, or use of "covered autos".

- b. Each of the following is also an insured:
- (1) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (2) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named insured if no other similar insurance applies to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - (2) Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:
1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is non-current with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.
 2. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) "Claims" made or "suits" brought;
 - (c) Persons or organizations making "claims" or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
 3. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
 4. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for the sum of all "ultimate net loss" for damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV - Commercial Liability Umbrella Conditions** is replaced by the following:
3. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar Section in that Coverage Part.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph D.3. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.4.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees",

whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- H. For the purposes of the coverage provided by this endorsement, Definitions 6. and 21. in the **Definitions** Section are replaced by the following:

- 6. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 21. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DESIGNATED OPERATIONS COVERED BY
A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description And Location Of Operation(s):

CARPENTRY CONTRACTOR
1501 ROHLWING ROAD
ROLLING MEADOWS, IL 60008

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I - Coverage A - Bodily In-
jury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

COMMERCIAL LIABILITY UMBRELLA**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ILLINOIS CHANGES - CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The Cancellation Common Policy Condition is replaced by the following:**

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;

- e. Certification to the Director of Insurance of the loss or reinsurance by the insurer that provided coverage to us for all or substantial part of the underlying risk insured; or

- f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

- B. Condition 10. When We Do Not Renew is replaced by the following:**

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

- C. Mailing Of Notices**

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any goods, product or structure;
3. The removal, repair, encapsulation, enclosure, abatement or maintenance of asbestos in or from any goods, product or structure; or

4. The manufacture, sale, distribution, transportation, storage or disposal of asbestos or goods or products containing asbestos.

This insurance does not apply to payment for the investigation or defense of any claim, injury, loss, fine, penalty or "suit" related to any of the foregoing items 1 thru 4. Moreover we have no duty to investigate or defend any such claim, injury, loss or "suit".

This insurance also does not apply to any loss, cost or expense incurred in complying with any federal, state or local provision of law regarding the inspection, monitoring, or control of asbestos in any goods, products or structures.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ILLINOIS AMENDMENT TO THE DEFINITION OF
"INSURED CONTRACT"**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following is added as the last paragraph to **SECTION V - DEFINITIONS**, paragraph

9. "Insured contract" means:

"Insured contract" does not include your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if you have that liability because you have waived, in a contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured under this policy against another Named Insured under this policy because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

COMMERCIAL LIABILITY UMBRELLA**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time

possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailing or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE TERRITORY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 14. Expanded Coverage Territory
under **Section IV - Conditions** does not apply.

B. The definition of "coverage territory" in the
Definitions section is replaced by the follow-
ing:

"Coverage territory" means:

- a.** The United States of America (in-
cluding its territories and pos-
sessions), Puerto Rico and Canada;
- b.** International waters or airspace, but
only if the injury or damage occurs
in the course of travel or transporta-
tion between any places included in
a. above; or
- c.** All other parts of the world if the in-
jury or damage arises out of:

(1) Goods or products made or sold
by you in the territory described
in **a.** above;

(2) The activities of a person whose
home is in the territory de-
scribed in **a.** above, but is away
for a short time on your busi-
ness; or

(3) "Personal and advertising in-
jury" offenses that take place
through the Internet or similar
electronic means of communi-
cation;

provided the insured's responsibility to
pay damages is determined in a "suit"
on the merits, in the territory described
in **a.** above or in a settlement we agree
to.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - EXTERIOR INSULATION
AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
- 1.** The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 - 2.** "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the Definitions Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
- 1.** A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 - 2.** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 - 3.** A reinforced or unreinforced base coat;
 - 4.** A finish coat providing surface texture to which color may be added; and
 - 5.** Any flashing, caulking or sealant used with the system for any purpose.

COMMERCIAL LIABILITY UMBRELLA**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C.** The following definitions are added to the Definitions Section:

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: CMM 4871702

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion i. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2)** "Pollution cost or expense".

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism

pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

COMMERCIAL LIABILITY UMBRELLA**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PARTParagraph 9. of the **Definitions** section is replaced by the following:**9. "Insured contract" means"**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees";
- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work

performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of the construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ILLINOIS CHANGES - POLLUTION EXCLUSION -
HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Exclusion I. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraph (1) of this exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire unless that hostile fire occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

IMPORTANT NOTICE

ILLINOIS UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE

Uninsured Motorists Property Damage Coverage is available at a limit of \$15,000 or actual cash value, whichever is less, as an option on all private passenger and recreational vehicles not insured for collision coverage if Uninsured and Underinsured Motorists Bodily Injury is provided on the policy. A deductible of \$250 applies.


The charge per private passenger vehicle is: \$4

The charge per recreational vehicle is: \$3

This coverage will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of damage caused by an accident which causes physical injury to or destruction of **your covered automobile**. There is no coverage for loss of use of the covered vehicle or loss or damage to personal property contained in the covered auto.

Please consult your Independent Agent for more information concerning Uninsured Motorists Property Damage Coverage.

AD 82 95 09 05

	WESTFIELD INSURANCE <small>Sharing Knowledge. Building Trust.®</small>	COMMERCIAL PACKAGE POLICY AMENDED COMMON POLICY DECLARATIONS	SR
COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY	
NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD. 000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAMBURG IL 60173-5835 TELEPHONE 847-797-5700		
Policy Number: CMM 4 871 702		WIC Account Number: 1200799809	
Policy Period From 01/01/16 To 01/01/17	at 12:01 A.M. Standard Time at your mailing address shown above.		
Effective 03/16/16 this Common Policy declarations amends all prior Common Policy declarations and endorses this policy as shown below.			
Business: CARPENTRY CONTRACTOR		Named Insured is: Corporation	
In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.			
THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:			
COMMERCIAL AUTO COVERAGE PART ENDORSEMENT		Additional \$ 1,205.00	
Net Additional Premium		\$ 1,205.00	
AUTO COVERAGE PART ENDORSEMENT			
1. ADDED AUTO 020 - 15 CHEVY SILVERADO			
- STATE IS ILLINOIS - TERRITORY IS 115 - ZIP CODE IS 60008 - TAX LOCATION IS 4242 - SERIAL NUMBER IS 1GC2KVEG0FZ554536 - TYPE VEHICLE IS TRUCK - NO DUMPING - CLASS CODE IS 01483 - COST NEW IS \$47,830 - LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000 - MEDICAL PAYMENTS LIMIT IS \$5,000 - UNINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000 - UNDERINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000 - COMPREHENSIVE DEDUCTIBLE IS \$2,500 - COLLISION DEDUCTIBLE IS \$2,500			
** This endorsement changes your policy. Please attach it to your original policy. **			



WESTFIELD
INSURANCE

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COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD.	000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700			

Policy Number: CMH 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

Policy Period From 01/01/16
To 01/01/17

at 12:01 A.M. Standard Time at your
mailing address shown above.

XX Effective 03/16/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below.

XX
XX

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 , IL0162 0908 ,
IL0147 0911 , IL0283 0907 .

COUNTERSIGNED: _____ BY _____
Date Authorized Representative



**WESTFIELD
INSURANCE**

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**COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS**

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

12-01377

PROD.

000

BEAR CONSTRUCTION COMPANY
ALGONQUIN ASSOCIATES, LLC
1501 ROHLWING ROAD
ROLLING MEADOWS IL 60008

ASSURANCE AGENCY LTD
1750 E GOLF RD 11TH FLR
SCHAUMBURG IL 60173-5835
TELEPHONE 847-797-5700

Policy Number: CMM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

**Policy
Period**

**From
To**

01/01/16
01/01/17

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

**XX Effective 01/01/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below.**

**XX
XX**

Business: CARPENTRY CONTRACTOR

Named Insured is: Corporation

**In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.**

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

COMMERCIAL AUTO COVERAGE PART ENDORSEMENT	Additional \$	1.00
COMMERCIAL UMBRELLA COVERAGE PART ENDORSEMENT	Additional \$	0.00

Net Additional Premium \$ 1.00

AUTO COVERAGE PART ENDORSEMENT

1. ADDED PRIMARY AND NONCONTRIBUTORY INS
 - STATE IS ILLINOIS
 - TERRITORY IS 115
 - ZIP CODE IS 60008
 - TAX LOCATION IS 4242
 - CLASS CODE IS 7040
 - LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000

FORMS CHANGES

1. ADDED FORM CA7075 10/08
2. ADDED FORM CU2403 09/00
3. ADDED FORM CU7034 09/11

**** This endorsement changes your policy. Please
attach it to your original policy. ****



WESTFIELD
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COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD.	000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700			

Policy Number: CMM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

Policy From 01/01/16
Period To 01/01/17

at 12:01 A.M. Standard Time at your
mailing address shown above.

XX Effective 01/01/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below. XX

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 , IL0162 0908 ,
IL0147 0911 , IL0283 0907 .

COUNTERSIGNED: _____ BY _____
Date Authorized Representative

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE**

Name Of Person Or Organization:

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A
CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS
AN ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is
amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule
above because of payments we make for injury or damage arising out of your ongoing operations or
"your work" done under a contract with that person or organization and included in the "products-
completed operations hazard". This waiver applies only to the person or organization shown in the
Schedule above.

COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY COVERAGE ENDORSEMENT -
AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Solely with respect to the coverage afforded under this insurance to any person or organization which qualifies as an additional insured pursuant to Item 3., paragraph 3. of **SECTION II - WHO IS AN INSURED**, and Item 5.a. **Other Insurance** of **SECTION IV - CONDITIONS**, is deleted and replaced with the following:

5. Other Insurance

- a. This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis except that this insurance shall be either primary to, or primary to and noncontributing with, such other insurance if so required by written contract or agreement with the additional insured. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

CU 70 34 09 11

**WISCONSIN MEDICAL AND UNINSURED/UNDERINSURED
MOTORISTS COVERAGES
ADVISORY NOTICE TO POLICYHOLDERS**

Wisconsin Law requires that we provide you with the following information:

1. Medical Payments Coverage is available for you to purchase for eligible autos on this policy.
2. Uninsured Motorists and Underinsured Motorists Coverage is available for you to purchase on this policy.

Selection of these coverages may be made on a signed application. You should contact your agent to discuss your options for obtaining these additional coverages.

The purpose of this notice is informational. This notice does not change or replace the wording in your policy.

AD 89 92 01 10



**WESTFIELD
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**COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS**

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

12-01377

PROD.

000

BEAR CONSTRUCTION COMPANY
ALGONQUIN ASSOCIATES, LLC
1501 ROHLWING ROAD
ROLLING MEADOWS IL 60008

ASSURANCE AGENCY LTD
1750 E GOLF RD 11TH FLR
SCHAUMBURG IL 60173-5835
TELEPHONE 847-797-5700

Policy Number: CMM 4 871 702

11

WIC Account Number: 1200799809

M

**Policy
Period**

**From
To**

01/01/16
01/01/17

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

**Effective 03/18/16 this Common Policy declarations amends all prior
Common Policy declarations and endorses this policy as shown below.**

**NON
NON**

Business: CARPENTRY CONTRACTOR

Named Insured is: Corporation

**In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.**

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

COMMERCIAL AUTO COVERAGE PART ENDORSEMENT

Additional \$ 947.00

Net Additional Premium

\$ 947.00

AUTO COVERAGE PART ENDORSEMENT

1. ADDED AUTO 021 - 16 HYUN ELANTRA GT
 - STATE IS WISCONSIN
 - TERRITORY IS 114
 - ZIP CODE IS 53205
 - SERIAL NUMBER IS KMHD35LH8GU282331
 - TYPE VEHICLE IS PRIVATE PASSENGER
 - CLASS CODE IS 7398
 - COST NEW IS \$20,895
 - LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000
 - MEDICAL PAYMENTS LIMIT IS \$10,000
 - UNINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
 - UNDERINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
 - COMPREHENSIVE DEDUCTIBLE IS \$2,500
 - COLLISION DEDUCTIBLE IS \$2,500
2. ADDED HIRED AUTOUNINSURED
 - STATE IS WISCONSIN
 - COST OF HIRE IS \$35,000
 - LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000
 - UNINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
 - MEDICAL PAYMENTS LIMIT IS \$10,000
3. ADDED NON-OWNED AUTO UNINSURED
 - STATE IS WISCONSIN



**WESTFIELD
INSURANCE**

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**COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)**

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD.	000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700			

Policy Number: CMM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

Policy Period **From** 01/01/16
 To 01/01/17

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

**XX Effective 03/18/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below.**

**XX
XX**

- NUMBER OF EMPLOYEES IS 1
- LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000
- UNINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
- MEDICAL PAYMENTS LIMIT IS \$10,000

FORMS CHANGES

1. ADDED FORM CA0117 11/11
2. ADDED FORM CA2610 02/81
3. ADDED FORM CA0137 07/01
4. ADDED FORM CA9924 11/11
5. ADDED FORM CA2103 11/11
6. ADDED FORM CA2145 11/11

**** This endorsement changes your policy. Please
attach it to your original policy. ****

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 , IL0162 0908 ,
IL0147 0911 , IL0283 0907 .

COUNTERSIGNED: _____

Date

BY _____

Authorized Representative

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Wisconsin, the coverage form is changed as follows:

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. If your business is other than selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in WIS. STAT. ch. 344. In this event, coverage will be provided only up to the applicable minimum limit specified in WIS. STAT. ch. 344. The applicable minimum limit is:

- a. \$60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
- b. \$25,000 for each person/\$50,000 for each "accident" for "bodily injury"/\$10,000 for "property damage", if the limit of liability is indicated as a split limit.

2. If your business is selling, servicing, repairing or parking "autos", Who Is An Insured is changed to include anyone other than an officer, agent or "employee" of such business while using a covered "auto". However, that person is an "insured" only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified in WIS. STAT. ch. 344. In this event, coverage will be provided only up to the applicable minimum limit specified in

WIS. STAT. ch. 344. The applicable minimum limit is:

- a. \$60,000 for each "accident" for "bodily injury" and "property damage", if the limit of liability is a single limit that applies for each "accident"; or
- b. \$25,000 for each person/\$50,000 for each "accident" for "bodily injury"/\$10,000 for "property damage", if the limit of liability is indicated as a split limit.

3. The following is added to **Who Is An Insured**:

Anyone else is an "insured" while using a covered "auto" you own with your or any adult "family member's" permission.

4. The Garage Coverage Form is changed as follows:

- a. Paragraph **a.(2)(d)(i)** of the **Who Is An Insured** provision is replaced by the following:

- (i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to \$60,000 for each "accident", which is the minimum combined single limit of liability specified in WIS. STAT. ch. 344.

- b. Paragraph **a.(2)(d)(ii)** of the **Who Is An Insured** provision is replaced by the following:

(ii) Has other available insurance (whether primary, excess or contingent), less than the applicable minimum limit for "bodily injury" or "property damage" liability specified in WIS. STAT. ch. 344, they are an "insured" only for the amount by which the applicable minimum limit of liability exceeds the limit of their other insurance. The applicable minimum limit is:

- i. \$60,000 for each "accident" for "bodily injury" or "property damage", if the limit of liability is a single limit that applies for each "accident"; or
- ii. \$25,000 for each person/\$50,000 for each "accident" for "bodily injury"/\$10,000 for "property damage", if the limit of liability is indicated as a split limit.

5. The **Fellow Employee Exclusion** does not apply if the "bodily injury" results from the use of a covered "auto" you do not own or lease.

B. Changes In Conditions

1. The first sentence of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representatives notice as soon as reasonably possible of the "accident" or "loss."

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

3. The **Legal Action Against Us Condition** does not apply.

4. The following is added to the **Concealment, Misrepresentation Or Fraud Condition**:

No oral or written statement, representation or warranty made by the "insured" or on his or her behalf in the negotiation for or procurement of this coverage form shall be deemed material or defeat or void this coverage form, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the "loss". In addition, no breach of a warranty in this coverage form shall defeat or void this coverage form unless the breach of such warranty increased the risk at the time of "loss," or contributed to the "loss," or existed at the time of the "loss."

Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an "accident" or "loss" something which violates a policy condition, this will not void the policy or defeat a recovery for a claim.

If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

5. The following is added:

Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under WIS. STAT. Section 227.11(2) and published in the Wisconsin Administrative Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF SINGLE INTEREST POLICY PROVISIONS - WISCONSIN**

When this policy is issued or delivered in the State of Wisconsin, it is agreed that:

1. Paragraphs (b) and (c) of NAMED INSURED'S DUTIES IN EVENT OF LOSS are changed to read as follows:

- (b) give notice thereof as soon as reasonably possible to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

- (c) file with the company, within 91 days after knowledge of a loss which results in the **named insured's** interest being **impaired**, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath; however, if proof of loss is filed as soon as possible and within one year after the time limit, failure to file proof of loss within the time limit shall not invalidate or reduce any claim by the **named insured** unless the company is prejudiced thereby and it was reasonably possible to meet the time limit.

2. The Condition entitled "CHANGES" is amended to read as follows:

The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Knowledge of an agent of the company of any fact which breaches a condition of the policy shall be knowledge of the company if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings with the **named insured**. Any fact which breaches a condition of the policy and is known to the agent prior to loss shall not void the policy or defeat a recovery there in the event of loss.

The **named insured** shall promptly notify the company of any transfer of interest, any change in ownership, and extension of the finance contract or any other increases in hazard with respect to the **automobile** which shall come to their knowledge and shall account for and pay to the company the premium for such increased hazard.

3. The Condition entitled "CANCELLATION" is replaced by the following:

This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided

- (a) if the **named insured** fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
 - (b) if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy.

This policy may be cancelled by the company by mailing to the **named insured** written notice stating when not less than ten days thereafter such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

Upon cancellation by the **named insured**, the earned premium shall be computed short rate in accordance with the Special Single Interest Pro Rata and Short Rate Cancellation Table. Upon cancellation by the company, the earned premium shall be computed pro rata in accordance with the Special Single Interest Pro Rata and Short Rate Cancellation Table.

CANCELLATION BY COMPANY LIMITED

After this policy has been in effect for 60 days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless the **named insured** fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date; provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company for any cause effective on the expiration of any such annual period by mailing to the **named insured** at the address shown in this policy, written notice of such termination not less than 30 days prior to the expiration of such annual period. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the company shall be equivalent to mailing.

NON-RENEWAL

If the company elects not to renew this policy, it shall mail to the **named insured** at the address shown in this policy, written notice of such nonrenewal not less than 30 days prior to the expiration date.

Notwithstanding the failure of the company to comply with the foregoing provisions, this policy shall terminate.

(a) on the expiration date

- (1) if the **named insured** has notified the company or its agent that he does not wish this policy to be renewed, or
- (2) if the company has mailed notice of renewal premium due to the **named insured** not more than 45 days nor less than 10 days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the **named insured** has failed to pay the renewal premium by such expiration date and the **named insured** has failed to pay the renewal premium by such expiration date;

(b) on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both policies apply. The mailing of notice as aforesaid shall be sufficient proof of notice.

4. The following paragraph is added to the Condition entitled "DECLARATIONS":

No oral or written statement, representation or warranty made by the **named insured** or in his behalf in the negotiation of this policy shall be deemed material or defeat or avoid this policy, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the loss. No failure of a condition prior to the loss and no breach of a warranty in this policy shall defeat or avoid this policy unless the breach of such warranty increased the risk at the time of the loss, or contributed to the loss, or existed at the time of the loss.

POLICY NUMBER: CMM 4871702

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

CHANGES IN LIABILITY COVERAGE

The **Who Is An Insured** provision of **Section II - Liability Coverage** in the Truckers and Motor Carrier Coverage Forms is changed by the following:

Who Is An Insured, paragraph **A.1.b.(4)** does not apply.

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COMMERCIAL AUTO**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WISCONSIN AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical, chiropractic and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
4. Anyone else "occupying" an "auto" you do not own who is an "insured" for liability under the coverage form, but only at times when that person is an "insured" for liability under the coverage form.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

E. Changes In Conditions

The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means, in, upon, getting in, on, out or off.

POLICY NUMBER: CMM 4871702

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WISCONSIN UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged, or "garage operations" conducted, in Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone else "occupying" an "auto" you do not own who is an "insured" for liability under the coverage form, but only at times when that person is an "insured" for liability under the coverage form.

d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone else "occupying" an "auto" you do not own who is an "insured" for liability under the coverage form, but only at times when that person is an "insured" for liability under the coverage form.

b. Anyone else "occupying" an "auto" you do not own who is an "insured" for liability under the coverage form, but only at times when that person is an "insured" for liability under the coverage form.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for

Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. The Limit of Insurance under this coverage shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under this coverage form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not make a duplicate payment to the extent amounts are paid or payable because of "bodily injury" under workers' compensation disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

- a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made

by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for "bodily injury" liability specified in WIS. STAT. ch. 344. The applicable minimum limit is:
 - (1) \$50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
 - (2) \$25,000 for each person/\$50,000 for each "accident", if the limit of liability is indicated as a split limit;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".
 - d. That is a phantom motor vehicle and neither the driver nor owner can be identified. The vehicle must make no physical contact with the insured nor with a vehicle the insured is occupying, and all of the following must apply:

- (1) The facts of the accident must be corroborated by competent evidence that is provided by someone other than the "insured" or any other person who makes a claim against the uninsured motorists coverage as a result of the accident;
- (2) Within 72 hours after the accident, the "insured" or someone on behalf of the "insured" must report the accident to a police, peace or judicial officer or to the department of transportation or, if the accident occurs outside of Wisconsin, the equivalent agency in the state where the accident occurs; and
- (3) Within 30 days after the accident occurs, the "insured" or someone on behalf of the "insured" must file with the insurer a statement under oath that the "insured" or a legal represen-

tative of the "insured" has a cause of action arising out of the accident for damages against a person whose identity is not ascertainable and setting forth the facts in support of the statement.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Operated exclusively on rails or crawler treads;
- c. Designed for use mainly off public roads while not on public roads; or
- d. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
- e. That is an underinsured motor vehicle.

POLICY NUMBER: CMM 4871702

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WISCONSIN UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged, or "garage operations" conducted, in Wisconsin, this endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle", and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other coverage form or policy.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

5. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
- 2. The Limit of Insurance under this coverage shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law; and
 - b. All sums paid by or for anyone who is legally responsible, including all

sums paid under this coverage form's Liability Coverage.

- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not make a duplicate payment to the extent amounts are paid or payable because of "bodily injury" under workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

- 1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought; and
- b. Promptly notify us, in writing, of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle", and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this Provision 2.b. does not apply if failure to notify us does not prejudice out rights against the insurer, owner or operator of such "underinsured motor vehicle".

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

- a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative

settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies, at the time of an "accident", provides at least the applicable minimum limit for bodily injury liability specified in WIS. STAT. ch. 344 but that sum is less than the Limit of Insurance of this coverage. The applicable minimum limit is:

- a. \$50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident"; or
- b. \$25,000 for each person/\$50,000 for each "accident", if the limit of liability is indicated as a split limit.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Operated exclusively on rails or crawler treads;
- d. Designed for use mainly off public roads while not on public roads; or
- e. That is an "uninsured motor vehicle".



WESTFIELD
INSURANCE

Sharing Knowledge. Building Trust.®

COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

12-01377

PROD.

000

BEAR CONSTRUCTION COMPANY
ALGONQUIN ASSOCIATES, LLC
1501 ROHLWING ROAD
ROLLING MEADOWS IL 60008

ASSURANCE AGENCY LTD
1750 E GOLF RD 11TH FLR
SCHAUMBURG IL 60173-5835
TELEPHONE 847-797-5700

Policy Number: CHM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

**Policy
Period**

**From
To**

01/01/16
01/01/17

at 12:01 A.M. Standard Time at your
mailing address shown above.

XX Effective 04/07/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below.

XX
XX

Business: CARPENTRY CONTRACTOR

Named Insured is: Corporation

In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

COMMERCIAL AUTO COVERAGE PART ENDORSEMENT

Additional \$

984.00

Net Additional Premium

\$

984.00

AUTO COVERAGE PART ENDORSEMENT

1. ADDED AUTO 022 - 16 CHEVY SILVERADO
 - STATE IS ILLINOIS
 - TERRITORY IS 115
 - ZIP CODE IS 60008
 - TAX LOCATION IS 4242
 - SERIAL NUMBER IS 1GCRCNEHOGZ230024
 - TYPE VEHICLE IS TRUCK - NO DUMPING
 - CLASS CODE IS 01483
 - COST NEW IS \$30,680
 - LIABILITY - COMBINED SINGLE LIMIT IS \$1,000,000
 - MEDICAL PAYMENTS LIMIT IS \$5,000
 - UNINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
 - UNDERINSURED MOTORISTS - COMBINED SINGLE LIMIT IS \$1,000,000
 - COMPREHENSIVE DEDUCTIBLE IS \$2,500
 - COLLISION DEDUCTIBLE IS \$2,500

**** This endorsement changes your policy. Please
attach it to your original policy. ****



**WESTFIELD
INSURANCE**

Sharing Knowledge. Building Trust.®

**COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)**

SR

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

12-01377

PROD.

000

BEAR CONSTRUCTION COMPANY
ALGONQUIN ASSOCIATES, LLC
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ASSURANCE AGENCY LTD
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Policy Number: CHM 4 871 702

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**Policy
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01/01/16
01/01/17

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

**XX Effective 04/07/16 this Common Policy declarations amends all prior
XX Common Policy declarations and endorses this policy as shown below.**

**XX
XX**

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 , IL0162 0908 ,
IL0147 0911 , IL0283 0907 .

COUNTERSIGNED: _____

Date

BY _____

Authorized Representative


**WESTFIELD
INSURANCE**

Sharing Knowledge. Building Trust.®

**COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS**

SR

COMPANY PROVIDING COVERAGE
WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS	AGENCY	12-01377	PROD.	000
BEAR CONSTRUCTION COMPANY ALGONQUIN ASSOCIATES, LLC 1501 ROHLWING ROAD ROLLING MEADOWS IL 60008	ASSURANCE AGENCY LTD 1750 E GOLF RD 11TH FLR SCHAUMBURG IL 60173-5835 TELEPHONE 847-797-5700			

Policy Number: CMM 4 871 702

| 11 |

WIC Account Number: 1200799809

| M

Policy Period From 01/01/16 To 01/01/17

at 12:01 A.M. Standard Time at your mailing address shown above.

 ** Effective 06/13/16 this Common Policy declarations amends all prior
 ** Common Policy declarations and endorses this policy as shown below.

 **
 **

Business: CARPENTRY CONTRACTOR

Named Insured is: Corporation

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:

COMMERCIAL GENERAL LIAB. COVERAGE PART ENDORSEMENT Additional \$ 0.00

Net Additional Premium \$ 0.00

GENERAL LIABILITY COVERAGE PART ENDORSEMENT

1. CHANGED G.L. FIRE DAMAGE LIMIT FROM \$150,000 TO \$500,000

** This endorsement changes your policy. Please attach it to your original policy. **

Forms and Endorsements applicable to all coverage parts:

 IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 , IL0162 0908 ,
 IL0147 0911 , IL0283 0907 .

COUNTERSIGNED:

Date

BY

Authorized Representative

2120 - Served 2121 - Served
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(06/28/18) CCG N001

FILED
 8/7/2018 4:45 PM
 DOROTHY BROWN
 CIRCUIT CLERK
 COOK COUNTY, IL
 2018CH10012

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

WESTFIELD INSURANCE COMPANY,

(Name all parties)

v.

BEACON CAPITAL PARTNERS, LLC, et al.

Case No. 2018 CH 10012

PLEASE SERVE:

Barry Stanek
 6050 Lake Bluff Drive, Unit 502
 Tinley Park, IL 60477-7125

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

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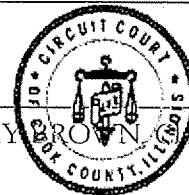
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8/7/2018 4:45 PM DOROTHY BROWN

Witness: _____



DOROTHY BROWN, Clerk of Court

Atty. No.: 62461

Atty Name: David Osborne/Lindsay, Pickett & Postel

Atty. for: Plaintiff

Address: 10 S. LaSalle Street, Suite 1301

City: Chicago State: IL

Zip: 60603

Telephone: 312-800-6025

Primary Email: dosborne@lpplawfirm.com

Secondary Email: lrafferty@lpplawfirm.com

Tertiary Email: gfaust@lpplawfirm.com

Date of Service: _____

(To be inserted by officer on copy left with Defendant
 or other person):

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois cookcountyclerkofcourt.org

FILED OCT 18/18 12:08 PM 2018 CH10012

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- Richard J Daley Center
50 W Washington
Chicago, IL 60602
- District 2 - Skokie
5600 Old Orchard Rd
Skokie, IL 60077
- District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008
- District 4 - Maywood
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(06/28/18) CCG N001

FILED
 8/7/2018 4:45 PM
 DOROTHY BROWN
 CIRCUIT CLERK
 COOK COUNTY, IL
 2018CH10012

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

WESTFIELD INSURANCE COMPANY,

(Name all parties)

v.

BEACON CAPITAL PARTNERS, LLC, et al.

Case No. 2018 CH 10012

PLEASE SERVE:

MB Real Estate Services, Inc.

c/o Registered Agent: Eileen M. Flynn

181 W. Madison Street, Suite 4700, Chicago, IL 60602

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

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8/7/2018 4:45 PM DOROTHY BROWN

Witness: _____

Atty. No.: 62461

Atty Name: David Osborne/Lindsay, Pickett & Postel

Atty. for: Plaintiff

Address: 10 S. LaSalle Street, Suite 1301

City: Chicago State: IL

Zip: 60603

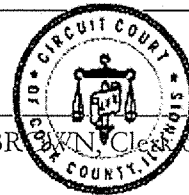
Telephone: 312-800-6025

Primary Email: dosborne@lpplawfirm.com

Secondary Email: lrafferty@lpplawfirm.com

Tertiary Email: gfaust@lpplawfirm.com

DOROTHY BROWN, Clerk of Court



Date of Service: _____

(To be inserted by officer on copy left with Defendant or other person):

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois cookcountyclerkofcourt.org

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

FILED DATE: 8/7/2018 4:45 PM 2018CH10012

- Richard J Daley Center
50 W Washington
Chicago, IL 60602
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5600 Old Orchard Rd
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(06/28/18) CCG N001

FILED
 8/7/2018 4:45 PM
 DOROTHY BROWN
 CIRCUIT CLERK
 COOK COUNTY, IL
 2018CH10012

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

WESTFIELD INSURANCE COMPANY,

(Name all parties)

v.

BEACON CAPITAL PARTNERS, LLC, et al.

Case No. 2018 CH 10012

PLEASE SERVE:

Beacon Capital Partners, LLC
 c/o Registered Agent: CT Corporation System
 208 S. LaSalle Street, Suite 814, Chicago, IL 60604

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

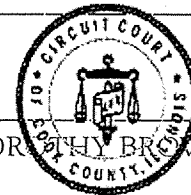
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8/7/2018 4:45 PM DOROTHY BROWN
 Witness: _____



DOROTHY BROWN, Clerk of Court

Atty. No.: 62461

Atty Name: David Osborne/Lindsay, Pickett & Postel

Atty. for: Plaintiff

Address: 10 S. LaSalle Street, Suite 1301

City: Chicago State: IL

Zip: 60603

Telephone: 312-800-6025

Primary Email: dosborne@lpplawfirm.com

Secondary Email: lrafferty@lpplawfirm.com

Tertiary Email: gfaust@lpplawfirm.com

Date of Service: _____

(To be inserted by officer on copy left with Defendant
 or other person):

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois cookcountyclerkofcourt.org

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

FILED DATE: 8/7/2018 4:45 PM 2018CH10012

- Richard J Daley Center
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 2018CH10012

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

WESTFIELD INSURANCE COMPANY,

(Name all parties)

v.

BEACON CAPITAL PARTNERS, LLC, et al.

Case No. 2018 CH 10012

PLEASE SERVE:

Liberty Mutual Insurance Company
 c/o: Any Officer or Director

175 Berkeley Street, Boston, MA 02116

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

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Witness: 8/7/2018 4:45 PM DOROTHY BROWN

Atty. No.: 62461

Atty Name: David Osborne/Lindsay, Pickett & Postel

Atty. for: Plaintiff

Address: 10 S. LaSalle Street, Suite 1301

City: Chicago State: IL

Zip: 60603

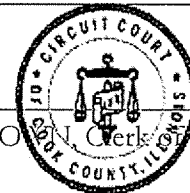
Telephone: 312-800-6025

Primary Email: dosborne@lpplawfirm.com

Secondary Email: lrafferty@lpplawfirm.com

Tertiary Email: gfaust@lpplawfirm.com

DOROTHY BROWN, Clerk of Court



Date of Service: _____

(To be inserted by officer on copy left with Defendant or other person):

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois cookcountyclerkofcourt.org

FILED DATE: 8/7/2018 4:45 PM 2018CH10012

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

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Chicago, IL 60602
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**SHERIFF'S OFFICE OF COOK COUNTY
AFFIDAVIT OF SERVICE**

CASE NUMBER: 2018CH10012 **SHERIFF NUMBER:** 02856031 **MULT. SER.:** 3 **DOC. TYPE:** CHAN

DIE DATE: 08/31/2018 **RECEIVED DATE:** 08/10/2018 **FILED DATE:** 08/07/2018 **DIST:** 604

DEFENDANT: BEACON CAPITAL PARTNERS, LLC

PLAINTIFF: WESTFIELD INSURANCE COMPANY

ADDRESS: 208 S LASALLE

ATTORNEY: DAVID OSBORNE/LINDSAY, PICKETT & POSTEL

CITY: CHICAGO

ADDRESS: 208 S LASALLE ST STE 1301

STATE: IL **ZIP CODE:** 60604

CITY: CHICAGO

ATTACHED FEE AMT:

STATE: IL **ZIP CODE:** 60603

SERVICE INFORMATION: RM 801 R/A CT CORPORATION SYSTEM

I CERTIFY THAT I SERVED THE DEFENDANT/RESPONDENT AS FOLLOWS:

(1) PERSONAL SERVICE: BY LEAVING A COPY OF THE WRIT/ORDER WITH THE DEFENDANT/RESPONDENT

☐ PERSONALLY, AND INFORMING DEFENDANT/RESPONDENT OF CONTENTS.

(2) SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT AT THE DEFENDANT'S USUAL PLACE OF ABODE WITH A FAMILY MEMBER OR PERSON RESIDING THERE, 13 YEARS OR OLDER, AND INFORMING

☐ THAT PERSON OF THE CONTENTS OF THE SUMMONS. ALSO, A COPY OF THE SUMMONS WAS MAILED TO THE DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE ON THE DAY OF 20.

(3) UNKNOWN OCCUPANTS: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT NAMING "UNKNOWN OCCUPANTS" WITH A PERSON OF THE AGE OF 13 OR UPWARDS OCCUPYING SAID PREMISE.

☐ **(4) CORP/CO/BUS/PART:** BY LEAVING THE APPROPRIATE NUMBER OF COPIES OF THE SUMMONS, COMPLAINTS, INTERROGATORIES, JUDGMENTS, CERTIFICATIONS AND NOTICES WITH THE REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT CORPORATION COMPANY BUSINESS PARTNERSHIP

☐ **(5) PROPERTY RECOVERED:** NO ONE PRESENT TO RECEIVE ORDER OF COURT. ORDER POSTED IN PLAIN VIEW.

(6) S.O.S/D.O.I.: BY LEAVING THE SUMMONS AND COMPLAINT WITH THE SECRETARY OF THE STATE/DIRECTOR OF INSURANCE OF THE STATE OF ILLINOIS, AN AGENT OF SAID DEFENDANT LISTED ABOVE. ANY AGENT OF SAID CORPORATION NOT FOUND IN THE COUNTY OF COOK.

☐ **(7) CERTIFIED MAIL**

**** COMPLETE THIS SECTION IF WRIT IS A THIRD PARTY CITATION/GARNISHMENT ****

(8) AND BY MAILING ON THE **DAY OF** **20** **A COPY OF THE THIRD PARTY GARNISHMENT/CITATION SUMMONS AND NOTICE TO THE JUDGMENT DEBTOR'S LAST KNOWN ADDRESS AS INDICATED IN THE NOTICE WITHIN (2) BUSINESS DAYS OF SERVICE UPON GARNISHEE/THIRD PARTY DEFENDANT.**

THE NAMED DEFENDANT WAS NOT SERVED FOR THE GIVEN REASON BELOW:

☐ (01) NO CONTACT

☐ (05) WRONG ADDRESS

☐ (09) DECEASED

☐ (02) MOVED

☐ (06) NO SUCH ADDRESS

☐ (10) NO REGISTERED AGENT

☐ (03) EMPTY LOT

☐ (07) EMPLOYER REFUSAL

☐ (11) OUT OF COOK COUNTY

☐ (04) NOT LISTED

☐ (08) CANCELLED BY PLAINTIFF ATTY

☐ (12) OTHER REASON (EXPLAIN)

EXPLANATION:

WRIT SERVED ON: K STARKS

SEX: F **RACE:** BL **AGE:** 40

THIS 20 **DAY OF** August 20 18

TIME: 11:55 AM

ATTEMPTED SERVICES

Date **Time** **Star #**

THOMAS J. DART,

SHERIFF, BY: /S/ THOMAS, JOSHUA D/S #11069 , DEPUTY



SHERIFF'S OFFICE OF COOK COUNTY
AFFIDAVIT OF SERVICE

CASE NUMBER: 2018CH10012 SHERIFF NUMBER: 02856031 MULT. SER.: 3 DOC. TYPE: CHAN
DIE DATE: 08/31/2018 RECEIVED DATE: 08/10/2018 FILED DATE: 08/07/2018 DIST: 604

Date

Time

Star #



**SHERIFF'S OFFICE OF COOK COUNTY
AFFIDAVIT OF SERVICE**

CASE NUMBER: 2018CH10012 **SHERIFF NUMBER:** 02856032 **MULT. SER.:** 3 **DOC. TYPE:** CHAN

DIE DATE: 08/31/2018 **RECEIVED DATE:** 08/10/2018 **FILED DATE:** 08/07/2018 **DIST:** 602

DEFENDANT: MB REAL ESTATE SERVICES, INC

PLAINTIFF: WESTFIELD INSURANCE COMPANY

ADDRESS: 181 W MADISON

ATTORNEY: DAVID OSBORNE/LINDSAY, PICKETT & POSTEL

CITY: CHICAGO

ADDRESS: 181 S LASALLE ST STE 1301

STATE: IL **ZIP CODE:** 60602

CITY: CHICAGO

ATTACHED FEE AMT:

STATE: IL **ZIP CODE:** 60603

SERVICE INFORMATION: RM 801 R/A EILEEN M FLYNN

I CERTIFY THAT I SERVED THE DEFENDANT/RESPONDENT AS FOLLOWS:

(1) PERSONAL SERVICE: BY LEAVING A COPY OF THE WRIT/ORDER WITH THE DEFENDANT/RESPONDENT

☐ PERSONALLY, AND INFORMING DEFENDANT/RESPONDENT OF CONTENTS.

(2) SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT AT THE DEFENDANT'S USUAL

PLACE OF ABODE WITH A FAMILY MEMBER OR PERSON RESIDING THERE, 13 YEARS OR OLDER, AND INFORMING

THAT PERSON OF THE CONTENTS OF THE SUMMONS. ALSO, A COPY OF THE SUMMONS WAS MAILED TO THE

DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE ON THE DAY OF 20 .

(3) UNKNOWN OCCUPANTS: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT NAMING "UNKNOWN

OCCUPANTS" WITH A PERSON OF THE AGE OF 13 OR UPWARDS OCCUPYING SAID PREMISE.

(4) CORP/CO/BUS/PART: BY LEAVING THE APPROPRIATE NUMBER OF COPIES OF THE SUMMONS, COMPLAINTS,

INTERROGATORIES, JUDGMENTS, CERTIFICATIONS AND NOTICES WITH THE REGISTERED AGENT, AUTHORIZED

PERSON OR PARTNER OF THE DEFENDANT CORPORATION COMPANY BUSINESS PARTNERSHIP

(5) PROPERTY RECOVERED: NO ONE PRESENT TO RECEIVE ORDER OF COURT. ORDER POSTED IN PLAIN VIEW.

(6) S.O.S/D.O.I.: BY LEAVING THE SUMMONS AND COMPLAINT WITH THE SECRETARY OF THE STATE/DIRECTOR OF

INSURANCE OF THE STATE OF ILLINOIS, AN AGENT OF SAID DEFENDANT LISTED ABOVE. ANY AGENT OF SAID

CORPORATION NOT FOUND IN THE COUNTY OF COOK.

(7) CERTIFIED MAIL

**** COMPLETE THIS SECTION IF WRIT IS A THIRD PARTY CITATION/GARNISHMENT ****

(8) AND BY MAILING ON THE **DAY OF** **20** **A COPY OF THE THIRD PARTY GARNISHMENT/CITATION**

SUMMONS AND NOTICE TO THE JUDGMENT DEBTOR'S LAST KNOWN ADDRESS AS INDICATED IN THE NOTICE

WITHIN (2) BUSINESS DAYS OF SERVICE UPON GARNISHEE/THIRD PARTY DEFENDANT.

THE NAMED DEFENDANT WAS NOT SERVED FOR THE GIVEN REASON BELOW:

☐ (01) NO CONTACT

☐ (05) WRONG ADDRESS

☐ (09) DECEASED

☐ (02) MOVED

☐ (06) NO SUCH ADDRESS

☐ (10) NO REGISTERED AGENT

☐ (03) EMPTY LOT

☐ (07) EMPLOYER REFUSAL

☐ (11) OUT OF COOK COUNTY

☐ (04) NOT LISTED

☐ (08) CANCELLED BY PLAINTIFF ATTY

☐ (12) OTHER REASON (EXPLAIN)

EXPLANATION:

WRIT SERVED ON: EILEEN FLYNN

SEX: F **RACE:** WH **AGE:** 55

THIS 23 **DAY OF** August 20 18

TIME: 1:15 PM

ATTEMPTED SERVICES

Date **Time** **Star #**

THOMAS J. DART,
SHERIFF, BY: /s/ THOMAS, JOSHUA D/S #11069 , DEPUTY



SHERIFF'S OFFICE OF COOK COUNTY
AFFIDAVIT OF SERVICE

CASE NUMBER: 2018CH10012 SHERIFF NUMBER: 02856032 MULT. SER.: 3 DOC. TYPE: CHAN
DIE DATE: 08/31/2018 RECEIVED DATE: 08/10/2018 FILED DATE: 08/07/2018 DIST: 602

Date

Time

Star #

Return Date: No return date scheduled
 Hearing Date: No hearing scheduled
 Courtroom Number: No hearing scheduled
 Location: No hearing scheduled



SHERIFF'S OFFICE OF COOK COUNTY
 AFFIDAVIT OF SERVICE

FILED
 9/12/2018 11:05 AM
 DOROTHY BROWN
 CIRCUIT CLERK
 COOK COUNTY, IL

CASE NUMBER: 2018CH10012 SHERIFF NUMBER: 02856033 MULT. SER.: 3 DOC. TYPE: CHAN
 DIE DATE: 08/31/2018 RECEIVED DATE: 08/10/2018 FILED DATE: 08/07/2018 DIST: 2018CH10012

DEFENDANT: STANEK, BARRY PLAINTIFF: WESTFIELD INSURANCE COMPANY
 ADDRESS: 6050 LAKE BLUFF ATTORNEY: DAVID OSBORNE/LINDSAY, PICKETT & POSTEL
 CITY: TINLEY PARK ADDRESS: 6050 S LASALLE ST STE 1301
 STATE: IL ZIP CODE: 60477 CITY: CHICAGO
 ATTACHED FEE AMT: STATE: IL ZIP CODE: 60603
 SERVICE INFORMATION: RM 801

I CERTIFY THAT I SERVED THE DEFENDANT/RESPONDENT AS FOLLOWS:

- ☐ (1) PERSONAL SERVICE: BY LEAVING A COPY OF THE WRIT/ORDER WITH THE DEFENDANT/RESPONDENT PERSONALLY, AND INFORMING DEFENDANT/RESPONDENT OF CONTENTS.
- ☐ (2) SUBSTITUTE SERVICE: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT AT THE DEFENDANT'S USUAL PLACE OF ABODE WITH A FAMILY MEMBER OR PERSON RESIDING THERE, 13 YEARS OR OLDER, AND INFORMING THAT PERSON OF THE CONTENTS OF THE SUMMONS. ALSO, A COPY OF THE SUMMONS WAS MAILED TO THE DEFENDANT AT HIS OR HER USUAL PLACE OF ABODE ON THE DAY OF 20.
- ☐ (3) UNKNOWN OCCUPANTS: BY LEAVING A COPY OF THE SUMMONS AND COMPLAINT NAMING "UNKNOWN OCCUPANTS" WITH A PERSON OF THE AGE OF 13 OR UPWARDS OCCUPYING SAID PREMISE.
- ☐ (4) CORP/CO/BUS/PART: BY LEAVING THE APPROPRIATE NUMBER OF COPIES OF THE SUMMONS, COMPLAINTS, INTERROGATORIES, JUDGMENTS, CERTIFICATIONS AND NOTICES WITH THE REGISTERED AGENT, AUTHORIZED PERSON OR PARTNER OF THE DEFENDANT CORPORATION COMPANY BUSINESS PARTNERSHIP
- ☐ (5) PROPERTY RECOVERED: NO ONE PRESENT TO RECEIVE ORDER OF COURT. ORDER POSTED IN PLAIN VIEW.
- ☐ (6) S.O.S/D.O.I.: BY LEAVING THE SUMMONS AND COMPLAINT WITH THE SECRETARY OF THE STATE/DIRECTOR OF INSURANCE OF THE STATE OF ILLINOIS, AN AGENT OF SAID DEFENDANT LISTED ABOVE. ANY AGENT OF SAID CORPORATION NOT FOUND IN THE COUNTY OF COOK.
- ☐ (7) CERTIFIED MAIL
- **** COMPLETE THIS SECTION IF WRIT IS A THIRD PARTY CITATION/GARNISHMENT ****
- ☐ (8) AND BY MAILING ON THE DAY OF 20 A COPY OF THE THIRD PARTY GARNISHMENT/CITATION SUMMONS AND NOTICE TO THE JUDGMENT DEBTOR'S LAST KNOWN ADDRESS AS INDICATED IN THE NOTICE WITHIN (2) BUSINESS DAYS OF SERVICE UPON GARNISHEE/THIRD PARTY DEFENDANT.

THE NAMED DEFENDANT WAS NOT SERVED FOR THE GIVEN REASON BELOW:

- | | | |
|--|---|---|
| <input type="checkbox"/> (01) NO CONTACT | <input type="checkbox"/> (05) WRONG ADDRESS | <input type="checkbox"/> (09) DECEASED |
| <input type="checkbox"/> (02) MOVED | <input type="checkbox"/> (06) NO SUCH ADDRESS | <input type="checkbox"/> (10) NO REGISTERED AGENT |
| <input type="checkbox"/> (03) EMPTY LOT | <input type="checkbox"/> (07) EMPLOYER REFUSAL | <input type="checkbox"/> (11) OUT OF COOK COUNTY |
| <input type="checkbox"/> (04) NOT LISTED | <input type="checkbox"/> (08) CANCELLED BY PLAINTIFF ATTY | <input checked="" type="checkbox"/> (12) OTHER REASON (EXPLAIN) |

EXPLANATION: def unknown per resident of 2 years

WRIT SERVED ON:

SEX: RACE: AGE:
 THIS 26 DAY OF August 20 18
 TIME:

ATTEMPTED SERVICES

Date Time Star #

THOMAS J. DART,
 SHERIFF, BY: /S/ TANSEY, JOSEPH #11350 , DEPUTY

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
8/27/2018 1:04 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2018CH10012

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON

I, **Terrance Williams**, Deputy Sheriff of said County, have duly served the within Summons, Complaint and Exhibits, on the Defendant/Respondent: Liberty Mutual Insurance Company, at 175 Berkley Street, Boston, MA 02116 , by delivering a copy thereof in hand to Jay May, Legal Department Associate on 8/17/2018 at 2:00 PM.

Fees: \$75.00

Stene Jampkin
SHERIFF

Terrance Williams
Deputy Sheriff

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

BOSTON

Then and there personally appeared before me, Sheriff of the County of Suffolk, the said Terrance Williams, and made solemn oath to the truth of the foregoing return, by him/her subscribed. And I certify that said **Terrance Williams** at the time of said service was a Deputy Sheriff of said County, commissioned, sworn, and duly qualified to serve civil process therein.

In witness whereof, I have hereunto set my hand this 17th day of August, 2018.

Stene Jampkin
SHERIFF

2120 - Served 2121 - Served
 2220 - Not Served 2221 - Not Served
 2320 - Served By Mail 2321 - Served By Mail
 2420 - Served By Publication 2421 - Served By Publication
 Summons - Alias Summons

(06/28/18) CCG N001

FILED
 8/7/2018 4:45 PM
 DOROTHY BROWN
 CIRCUIT CLERK
 COOK COUNTY, IL
 2018CH10012

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

WESTFIELD INSURANCE COMPANY,

(Name all parties)

v.

BEACON CAPITAL PARTNERS, LLC, et al.

Case No. 2018 CH 10012

PLEASE SERVE:

Liberty Mutual Insurance Company
 c/o: Any Officer or Director

175 Berkeley Street, Boston, MA 02116

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit www.cookcountyclerkofcourt.org to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

If you fail to do so, a judgment by default may be entered against you for the relief requested in the complaint.

To the Officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <https://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>.

Witness: 8/7/2018 4:45 PM DOROTHY BROWN

Atty. No.: 62461

Atty Name: David Osborne/Lindsay, Pickett & Postel

Atty. for: Plaintiff

Address: 10 S. LaSalle Street, Suite 1301

City: Chicago State: IL

Zip: 60603

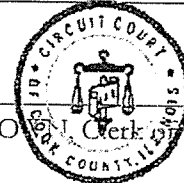
Telephone: 312-800-6025

Primary Email: dosborne@lpplawfirm.com

Secondary Email: lrafferty@lpplawfirm.com

Tertiary Email: gfaust@lpplawfirm.com

DOROTHY BROWN, Clerk of Court



Date of Service: _____

(To be inserted by officer on copy left with Defendant or other person):

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois cookcountyclerkofcourt.org

Page 1 of 2